

State of Washington Department of Retirement Systems

Request for Proposals (RFP 04-170)

PROJECT TITLE: Electronic Document Imaging

Management System (EDIMS)

Support Services

PROPOSAL DUE DATE: August 13, 2004 - 12 Noon PDT

EXPECTED CONTRACT PERIOD: September 27, 2004 - June 30, 2005

VENDOR ELIGIBILITY: This procurement is open to vendors that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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1 INTRODUCTION

- 1.1 Purpose The purpose of this Request for Proposal (RFP) is to select a vendor to assist the Department of Retirement Systems, herein called "AGENCY" in the technical planning and system upgrade migration from an eiStream ViewStar 5.1 environment to an Enterprise 9.2.2 environment and subsequent maintenance of the agency's EDIMS imaging system.
- 1.2 Objectives- The objectives for this effort are to assist agency staff by providing:
 - A. Technical guidance during the planning stage of a system upgrade migration from an eiStream ViewStar 5.1 environment to an Enterprise 9.2.2 (BPM 1.1.1) environment.
 - B. Technical guidance and potential resource in the analysis, design, construction and implementation of any approved enhancements to the EDIMS imaging system environment during the coming year.
 - C. Provide a quality assurance role to agency executive management through technical evaluation of the proposed migration plans and technical support environment, both prior to and post-migration.
- 1.3 Background The agency is a state agency created by the 1976 Washington State Legislature. Located at a single site in Tumwater, Washington, the agency currently administers the state's eight (8) public sector retirement systems with a total of thirteen (13) separate plans that have a combined total value of approximately \$37 billion. Also administered is the state Deferred Compensation Program, an optional supplemental investment plan available to most members.
 - In the spring of 2001, the agency implemented a production Electronic Document Image Management System (EDIMS) using eiStream ViewStar 5.1 software. All incoming member documents, or "new business" documents are now imaged, indexed and routed for subsequent processing using the EDIMS System. In an effort just completed, 2.4 million documents (20 million images) contained in over 530,000 historical member paper files were backfile imaged, indexed and imported into the EDIMS System. New business documents scanned over the last 3 years has increased the totals currently in the system to approximately 3.7 million documents containing 24 million images.
- 1.4 Period of Performance– Anticipated start date of any contract resulting from this RFP is September 27, 2004. The initial contract term is expected to end June 30, 2005. Amendments extending the period of performance, if any, shall be at the sole discretion of the Agency.
- 1.5 Minimum Qualifications- Proposals will be accepted from vendors who:
 - A. Are licensed to do business in the state of Washington;
 - B. Comply with the Certifications and Assurances set forth in Appendix A;
 - C. Submit proposals as specified in Section 4 "Proposal Preparation and Submission;"

- D. Can provide resources that have previous practical experience in successful production ViewStar 5.x to E9.2.2v (or BPM 1.1.x) system migrations, especially those that included MSS and a SAN storage unit as part of the configuration; and
- E. Are preferred partners or providers with eiStream for deploying ViewStar products.
- 1.6 Definitions Definitions for the purposes of this RFP include:
 - **Agency** The Department of Retirement Systems (DRS) is the agency of the State of Washington issuing this RFP.
 - **Vendor** Individual or company submitting a proposal in order to attain a contract with the Agency
 - **Contractor** Individual or company whose proposal has been accepted by the Agency and is awarded a fully executed, written contract.
 - **Proposal** A formal offer submitted by a Vendor in response to this solicitation.
 - **Request for Proposals (RFP)** Formal procurement document in which a service or need is identified, but no specific method to achieve it has been chosen. The purpose of this RFP is to permit the Vendor community to suggest various approaches to meet the need at a given price.
- 1.7 ADA The Agency complies with the Americans with Disabilities Act (ADA). Vendors may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.
- 1.8 Contract Approach- Although the Agency prefers a single Vendor, the Agency reserves the right to award one or more contracts as a result of this RFP. The project described in Section 3, "Statement of Work," is organized into defined tasks. The Agency may award the tasks to one or more Contractors if deemed to be in the best interest of the Agency based upon the proposals submitted.

2 GENERAL INFORMATION FOR VENDORS

2.1 RFP Coordinator: The RFP Coordinator is the sole point of contact in the Agency for this procurement. All communication between the Vendor and the Agency upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name	Leslie Saeger			
Mailing Address	PO Box 48380			
	Olympia, WA 98504-8380			
Physical Address	6835 Capitol Blvd			
	Tumwater, WA 98501			
Phone Number	360-664-7291			
Fax Number	360-753-3166			
E-Mail Address	leslies@drs.wa.gov			

Any other communication will be considered unofficial and non-binding on the Agency. Vendors are to send questions via e-mail and rely on written statements issued by the RFP Coordinator posted on the website below. Upon receipt of this RFP, communication

directed to parties other than the RFP Coordinator may result in disqualification of the Vendor.

A copy of this RFP is available on the Department of Retirement Systems' website address: http://www.drs.wa.gov/agency/vendors/index.htm. A copy may also be obtained from the RFP Coordinator upon written request.

2.2 Estimated Schedule of Procurement Activities

Key Activity	Date/Deadline (Pacific Standard Time)		
Issue request for proposals	July 27, 2004		
Deadline for written questions submitted to	August 3, 2004 - 12:00 Noon (PDT)		
Leslie Saeger at leslies@drs.wa.gov.	Questions must be e-mailed. Questions		
	submitted in any other form will be		
	rejected.		
Respond to questions on the DRS website	August 5, 2004		
Proposals due	August 13, 2004 - 12:00 Noon (PDT)		
Interviews/Site Visits (if necessary)	August 16 to August 20, 2004		
Evaluate proposals by:	August 20, 2004		
Vendor notifications	August 24, 2004		
Deadline for requesting a debriefing conference	August 27, 2004		
Hold debriefing conferences (if requested)	August 27 to September 2, 2004		
Protest period	Within 3 days of debriefing conference		
Finalize Contract	September 9, 2004		
Contract Filing Period (10 days)	September 10 to September 24, 2004		
Targeted project start date	September 27, 2004		

The Agency reserves the right to revise the schedule as necessary.

2.3 Acquisition Authority

The issuance of this purchased service RFP has been approved by the Agency, and is issued under Chapter 43.105 of the Revised Code of Washington (RCW). This RFP complies with the policies and procedures of DIS and the Information Services Board (ISB).

2.4 Funding and Expenditure Limit

Funds to purchase identified products and services specified for this acquisition are approved and are within the agency's delegated authority. Any contract awarded as a result of this procurement is contingent upon the continued availability of state agency funding.

2.5 Submission of Proposals

Vendors are required to submit two (2) copies of their completed proposal. Both copies must have original signatures. In addition, the vendor shall provide one (1) electronic copy of the proposal on 3-1/2" diskette or CD in Microsoft Word format. If there are

discrepancies, the paper copy shall prevail. The suggested length of responses to this RFP is 25 pages or less.

The proposal, whether mailed or hand delivered, must arrive at the Agency no later than 12:00 Noon PDT, in Olympia, Washington on Monday, August 13, 2004.

Vendors mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator at the address noted in Section 2.1. Vendors assume the risk for the method of delivery chosen. The Agency assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using electronic media such as facsimile transmission or e-mail.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the Agency and will not be returned.

Additional information regarding the submission of proposals can be found in section 4.1.

2.6 Responsiveness

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Vendor is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

2.7 Contract and General Terms and Conditions

The apparent successful Vendor will be expected to enter into a contract with the Agency which is substantially the same as the contract included in this RFP as Appendix C. The Agency's General Terms and Conditions must be used and in no event is a Vendor to submit its own standard contract terms and conditions as a response to this RFP. However, the Agency will consider modifications if the Vendor can provide strong reasoning for alternative language.

2.8 Rejection of Proposals

The Agency reserves the right at its sole discretion to reject any and all proposals received without penalty.

2.9 Most Favorable Terms

The Agency reserves the right to make an award without further discussion of the proposal submitted. An exception is that the RFP Coordinator may contact the Vendor for clarification of a portion of the Vendor's proposal. Therefore, the proposal should be submitted initially on the most favorable terms that the Vendor can propose. There will be no best and final offer process. It is anticipated the proposal will be incorporated into the contract resulting from this RFP. It is understood that the proposal will become a part of the official file on this matter without obligation to the Agency.

2.10 No Obligation to Contract

This RFP does not obligate the State of Washington or the Agency to contract for services specified herein.

2.11 Costs to Propose

The Agency is not liable for any costs incurred by the Vendor in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.12 Revisions to the RFP

The Agency reserves the right to revise the RFP and/or to post addenda to the RFP. The Agency also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract. In the event it becomes necessary to revise any part of the RFP, addenda will be posted on the DRS website at the URL address stated in section 2.1.

For this purpose, the answers to questions submitted will be published in an addendum to this RFP and will be posted on the website.

Vendors must also ensure the Agency receives a notice of the Vendor's change of address, telephone number, FAX number or electronic address. Mail or call such notice or changes to the RFP Coordinator listed in Section 2.1.

2.13 Proprietary Information/Public Disclosure

Materials submitted in response to this competitive procurement shall become the property of the Agency.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP, is signed by the Director, or his delegate, of the Agency and the apparent successful Vendor; thereafter, the proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340. Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to 42.17.340 must be clearly designated. The page and the particular exception from disclosure upon which the Vendor is making the claim must be identified. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The Agency will consider a Vendor's request for exemption from disclosure; however, the Agency will make a decision predicated upon chapter 42.17 RCW. Marking the entire proposal exempt from disclosure will not be honored. The Vendor must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected Vendor has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but twenty-four (24) hours notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

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The State's sole responsibility shall be limited to maintaining the above data in a secure area and to notify the vendor of any request(s) for disclosure within a period of five (5) years from date of contract award under this RFP. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by the vendor of any claim that such materials are, in fact, so exempt.

2.14 Minority and Women-owned Business Participation

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

2.15 Waiver

The Agency reserves the right, at its sole discretion, to waive minor administrative irregularities contained in this RFP.

2.16 RFP and Response Included in Contract

The general conditions and specifications of the RFP and the successful vendor's response will become part of the contract by reference only.

2.17 Publicity

No informational packets, notices, press releases, research reports, and/or similar public notices concerning this project may be released by the Apparent Successful Vendor without prior written approval by the Director of Department of Retirement Systems.

2.18 Non-Endorsement

As a result of the selection of a vendor to supply products and/or services to the Agency, the Agency is neither endorsing the vendor's product nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to the Agency in any literature, promotional material, brochures, sales presentation or the like without prior written consent of the Agency.

2.19 Acceptance Period

Proposals must provide 120 days for acceptance by the Agency from the due date for receipt of proposals.

2.20 Disregard Oral Representations

The Vendor is instructed to disregard any oral representations it may have received. Proposal evaluation will be based on:

- The material contained in the RFP.
- Addenda issued to the RFP.
- The Vendor's proposal including any amendments, oral presentations and interviews to the Agency by the Vendor.

3 STATEMENT OF WORK

3.1 Overview of Agency Document Processing Environment

The Department implemented an imaging and workflow services system within its major business areas in the spring of 2001. The EDIMS system is now a primary work resource for approximately 100 staff. It provides a means of work distribution and access to current and historical member documents.

No major development within the EDIMS system is planned during the migration period. However, some minor enhancements might be identified and require addressing. As these are identified, support assistance for planning their implementation will be covered under services provided by this RFP and subsequent contract.

While the eiStream ViewStar 5.1 software currently provides the core backbone of the EDIMS system, this is a complex system containing customized coding that employs a combination of other software tools. Contractor's services are needed to assist in supporting migration of all the required software tools deployed in the EDIMS system as well as assisting in the resolution of any deployment or performance issues with these hardware and software vendors.

The following describes the general architecture of the EDIMS System.

♦ System Platform

The EDIMS system is constructed using several development tools. Central to the system is a Viewstar (version 5.1) workflow, which serves as the business processing automation nucleus. System components were developed using Microsoft Visual Basic 6.0 Enterprise (SP3), Viewstar's Business Process Interface (BPI), third-party controls consisting of Sheridan, VideoSoft, VBScript and Kodak Imaging for Windows.

The system consists of one primary application. In addition, there are several applications used to maintain the data in the main application, as well as two database maintenance applications. The EDIMS Processing application was written in Visual Basic. The EDIMS VTA's (ViewStar Task Architecture) are also written in Visual Basic and run as automated processes on several Process Agent workstations. All

custom applications interface with the Microsoft SQL databases, which contains the system control tables. A Hewlett Packard 1200-EX optical jukebox is currently used as the primary storage device for images.

♦ Production System Configuration

The EDIMS Production System provides the Agency with the tested, controlled, and released version of the EDIMS system. This system supports Agency staff in the daily performance of their jobs, by providing them with immediate access to information, increased efficiency, and improved customer support. The EDIMS Production System consists of a scan/index/QA component, a workflow component consisting of 20-25 activities and/or processes, as well as a store/retrieval component, and is fully integrated with the existing Agency network and operating environment. Interface with a legacy mainframe system running on an off-site IBM System 390 is used to validate and gather attributes for document indexing. The production environment consists of approximately 150 client workstations with EDIMS access.

Currently the EDIMS file servers run Microsoft Windows NT Server 4.0 with Microsoft SQL Server 7.0 Enterprise Edition and the process agents run a mix of Windows Server 2000 and 2003.

The following table contains the software configuration planned during migration and upgrades to the EDIMS system, all of which requires support-level knowledge:

Description		
eiStream Enterprise 9.2.2 Document Workflow System		
eiStream Kodak Imaging for Windows		
Microsoft Office 2000		
Microsoft Server 2003		
Microsoft SQL Server 2000		
Microsoft SQL Server 2000 Client		
Videosoft Flexgrid Controls		
Visual Basic 6.0 Enterprise Edition		
Attachmate Extra Enterprise 2000		
Attachmate Extra Objects 1.1		
Kofax Ascent Capture 6.1 Scan Station		

Description		
Kofax Ascent Capture 6.1 Workstation		
Crystal Reports 8.5 Professional		
Sheridan Active Suite Plus		
RightFax 8.7 Server		

3.2 Project Management and Organization

The Vendor will work as an analyst and as a resource to the project team, subject to review of the project manager as to the accomplishment of the tasks/deliverables defined in this Statement of Work. The Vendor will provide the services described within this Statement of Work to support the automated system migration and related procedural changes required in supporting the ViewStar migration and other planned hardware and software upgrades to the EDIMS system.

The Vendor may, at his or her discretion and after advising the EDIMS Project Manager, perform required work off site using his or her own equipment, or on site using the Agency's facilities. The Vendor is required to be present at and use the Agency facilities to the extent that the fulfillment of the contract requires the Contractor to interact with the Agency's employees.

The Agency will provide guidance and review to the Vendor regarding progress toward completion of the tasks/deliverables identified in the Statement of Work. The Vendor is responsible for selecting the most effective means and methods for accomplishing the services required by the contract.

No employees of the Agency will be supervised by, or report to, the Vendor staff. The Vendor will be available as a resource to the Agency's employees when required and will have access to Agency staff for technical expertise and current system knowledge.

The Vendor is responsible for obtaining or possessing any training necessary to complete the contract. The Vendor is responsible for his or her own work schedule, although the Agency can require the Vendor's attendance at specified migration events, meetings or conferences.

The Agency will provide no employee benefits or any other expenses to the Vendor not identified and listed in the cost proposal. The Vendor is engaged for the term of the contract only. No continuing working relationship is implied outside the terms of this contract.

The Vendor may, during the course of his or her execution of this contract, provide services to other clients if the services to other clients: (1) Is not a conflict of interest with

the Agency's work as detailed under the General Terms and Conditions of this contract; or (2) Does not interfere with the completion of tasks and deliverables in a timely manner.

The project manager will act as manager of the contracts for the Agency and will be responsible for approval of billings submitted by the contractor and the acceptance of deliverables, in this Statement of Work.

3.3 Tasks and Deliverables

To support the EDIMS System, the Agency and the Vendor are required to be "on call" to provide support as needed in the following areas:

3.3.1 eiStream ViewStar Software Upgrade and Migration Technical Support

Vendor's services are needed to provide expert technical support to the planning and migration of the EDIMS system from a ViewStar 5.1 environment to an Enterprise 9.2.2 environment. In addition, a move from optical storage and OSS to a Dell/EMC CX500 SAN and MSS as the primary storage device is planned as part of the migration. New replacement server hardware and software and the SAN unit that will host the new production environment are currently onsite and configured.

While the ViewStar 5.1 software provides the core backbone of the EDIMS system, this is a complex system containing customized coding that employs a combination of other software tools. Working with Agency support staff, the selected Vendor's services are needed to provide expert-level assistance in support of the planned upgrade and migration of all the software tools deployed in the EDIMS as well as assisting in the resolution of any migration deployment or performance issues with the new hardware.

Other major software deployed or planned for deployment within the EDIMS system as part of the migration that will require the Vendor's knowledge and support may include:

- A. A Microsoft Visual Basic 6.0 developed application provides the customized display and functionality required by the Agency;
- B. Microsoft Server 2003 provides the operating system services;
- C. Microsoft SQL Server 2000 provides database services;
- D. Kofax Ascent Capture 6.1, including forms recognition, will provide the document scan and recognition services;
- E. Attachmate Extra Enterprise 2000 interfaces with the agency legacy mainframe system to validate and obtain indexing attributes;
- F. Crystal Reports 7 is used to produce reports;
- G. RightFax 8.7 is used to provide fax send services.

3.3.2 Support Tasks

To ensure successful support of the EDIMS System migration, the Vendor's tasks, deliverables and support activities may include, but are not limited to:

- A. Participating in migration plan design and review working with Agency staff to define the detail migration tasks, to include: migration, testing and recertification of the of the EDIMS application system; and data migration of the document data and images to the SAN storage.
- B. Support during migration support during the actual migration to assist agency staff in resolving any system migration issues.
- C. Support with data migration assistance as needed in resolving any data migration issues.
- D. Transfer of knowledge working with the EDIMS Project team, develop and implement a work plan to ensure a successful knowledge transition to Agency support staff and including mentoring where needed.
- E. Providing "quality assessment" reporting for executive management quality assessment to be provided prior to migration on the planning, technical environment and risks of the migration; and a post-migration assessment on the actual migration and any outstanding issues.

Performance of many tasks may not require onsite visits. The need for and number of onsite visits will be subject to negotiation. However, the final determination for required onsite visits by the Vendor shall be at the sole discretion of the Agency.

NOTE: Vendor **WILL NOT** be able to execute on-line diagnostics from a remote Vendor location to assist in the identification and isolation of suspected Software errors or malfunctions.

4 PROPOSAL PRESENTATION AND FORMAT

All Proposals must be submitted on eight and one-half by eleven $(8\ 1/2\ x\ 11)$ inch paper with tabs separating the four major sections of the proposal. Submittal documents, including Letter of Submittal signed by the vendor's representative authorized to make contractual obligations, are to be submitted in the order noted below:

Letter of Submittal

Table of Contents

Part 1: Project Management and Staffing Plan

Part 2: Executive Summary

Part 3: References

Part 4: Cost Proposal, including mandatory Cost Worksheet, Appendix B

Part 5: Signed Certification and Assurances document

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Vendors in preparing a thorough response.

4.1 Letter of Submittal

The letter of submittal must be written on the Vendor's official business letterhead, and must include the following introductory remarks, in the order given:

- ♦ Itemization of all materials and enclosures being forwarded collectively in response to the RFP:
- ♦ Reference to all RFP amendments received by the Vendor (by amendment issue date) to ensure the Vendor is aware of all such amendments in the event there are any; if none have been received by the Vendor, a statement to that effect should be included;
- ◆ Certification that all information in the proposal is correct;
- ♦ A statement which acknowledges and agrees to all of the rights of the Agency including the procurement rules and procedures, terms and conditions, and all other rights and terms specified in this RFP;
- ♦ Assurance of the Vendor's willingness to enter into an agreement with the Agency which includes the terms and conditions of this RFP, the Vendor's proposal, the contract included in Exhibit C of this RFP, and the complete RFP document including any amendments.

The Letter of Submittal must include the following Vendor information:

- ♦ State the business name, address, e-mail address, principal place of business, telephone number, and fax number of legal entity or individual with whom the contract would be written.
- ◆ Provide the names, addresses, telephone and fax numbers of principal officers (president, vice president, treasurer).
- Specify the legal status of the Vendor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- ◆ Include the Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue, and expiration dates if applicable.
- State the location of the facility from which the Vendor would operate.

4.2 Table of Contents

4.3 Project Management & Staffing Plan

The vendor must explain how it plans to manage and staff the support levels required. This includes the number of staff proposed and for which tasks, other specialized resources that might be called upon, source of the staffing, and the structure of the organization.

4.3.1 Project Management Structure

Detail your project management and staffing structure including:

- A. Management personnel
- B. For each proposed on-site technical personnel
 - i. What role will they play?

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- ii. What expert skills and experience will they bring to the Agency?
- C. For each proposed off-site technical personnel
 - i. What role will they play?
 - ii. What expert skills and experience will they use to support EDIMS off-site?
- D. Other available support personnel
 - i. What role will they play?
 - ii. What expert skills and experience will they bring to the Agency?

4.3.2 Approval of Project Management and Personnel

Resumes for the project management personnel and all proposed technical personnel will be provided as part of the vendor's proposal. Vendor will identify which staff would be assigned to on-site tasks.

The vendor will manage the staffing requirements. The Agency reserves the right to approve or reject any of Vendor's on-site staff and any changes or additions to Vendor's on-site staff.

4.3.3 Subcontractor Relationships

If any part of the proposed solution will be subcontracted to another entity, please describe in detail. At a minimum, provide a detailed corporate overview, references, and scope / description of their involvement.

4.4 Executive Summary

Corporate Overview - The vendor must provide background information for their company and its history of providing support services. Details should include its experience, history, and future directions.

The vendor must describe the length of time their organization has provided support services and specifically, ViewStar support.

4.5 References

Reference information must be provided to demonstrate the vendor's experience in similar application support efforts. Vendor must provide the following:

- A. A brief statement explaining their experience in supporting other sites where ViewStar software is used. Please indicate which if any of the other software tools used within the EDIMS system were present within the system supported and indicate the level of support provided by their staff.
- B. A minimum of three client references and a list of all similar engagements over the past two years. References may be contacted and

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asked to respond to a list of questions about the vendor and its services.

- C. Each reference should include the following information:
 - i. Company name
 - ii. Company address
 - iii. Contact name
 - iv. Contact telephone number
 - v. Brief description of the system being supported
 - vi. Completion date of the support contract.
- D. The vendor shall specify how the Agency should contact the references. The contact shall be the person who is (or was) directly involved in the project (not the procurement officer).
- E. The Agency reserves the rights to obtain reference information from sources other than those reported in the vendor's proposal and use that information in evaluating the vendor.

4.6 Cost Proposal

- 4.6.1 The vendor must provide the following:
 - A. A cost schedule for ALL services needed to meet the requirements that are outlined in this RFP. Cost proposals should be expressed as an hourly rate. Each cost should be itemized such that, should the Agency decide that they do not want a specific service, the associated cost can be easily identified.
 - B. Travel expenses need to be itemized and must be expressed as a "fixed price, per person, per visit" basis and cannot be proposed as an "as incurred basis," an "out of pocket" basis, or as "miscellaneous or sundry."
 - C. All other costs need to be itemized and described in detail and cannot be proposed as an "as incurred basis," an "out of pocket" basis, or as "miscellaneous or sundry."
 - D. Any "minimum fee" or "contingency fee" charged by the Vendor for being "on call" must be identified and any related parameters described in detail.

4.6.2 Cost Worksheet

A Cost Worksheet, provided in Appendix B, must be completed for the proposed professional services fee structure.

4.6.3 Hardware and Software Costs and Pricing

The vendor must provide a list of any hardware and software and associated costs expected with this contract. If none will be necessary, state NONE. Vendor shall describe any needed software or hardware, and indicate what will remain in possession of the Agency at the conclusion of the Contract.

4.6.4 Professional Services Costs & Pricing

The vendor shall provide the professional services hourly fee structure and any related costs (provide specific cost areas) that will be made available under this contract. This will include a brief description of each position, the number of personnel anticipated to be involved, the minimum and maximum acceptable number of hours and total cost per hour for each role or staff person proposed.

Third party and subcontractor services included in this proposal shall be described, including:

- Names and addresses
- Statement of what equipment or software that they will be supplying
- Description of type of contractual arrangement that shall exist with the subcontractor

4.6.5 Agency Reservation of Right To Equivalent Evaluation Comparison

The Agency may, at its sole discretion, select or reject individual items of services, equipment and/or software proposed by the vendor. As part of the evaluation process, the Agency may find it necessary to add or delete services, hardware, and/or software from the vendor's proposal to make equivalent evaluation comparisons.

5 EVALUATION OF VENDOR PROPOSALS

An Evaluation Committee will be assembled to evaluate the proposals. The Agency reserves the right to contact vendors during the evaluation process for the purpose of clarification, if necessary. The Agency has the option of contacting the Better Business Bureau and additional industry sources to confirm good business practices and use the information as part of the evaluation.

The evaluation criteria reflect a wide range of considerations. While purchase price is important, other factors are equally significant. The objective is to choose a reliable and experienced vendor capable of providing an effective solution within a reasonable budget and timeframe. Consequently, the State may not select the lowest cost solution.

5.1 Evaluation Criteria

The proposal will be evaluated using the following criteria based on their weight or importance:

• Technical Expertise (50%)

The technical training, practical experience and expertise of the proposed contractor's staff in migration of ViewStar supported systems.

• Management Services and Support (20%)

The ability of the vendor to provide professional services and support during the duration of the contract period and any potential extension periods.

• Cost (20%)

The cost of the proposed services will be evaluated based on professional services fee structure and any related "expense" costs.

• Vendor Viability and Vision (10%)

The financial stability and viability of the vendor. The vendor will also need to demonstrate a viable vision of the future of the company and services provided.

If any variance in prices between the summary costs and detailed costs is found, the detailed pricing will prevail.

5.2 Correction of Minor Errors

The Agency reserves the right to make minor corrections or amendments to proposals by the vendor for errors such as typing, transpositions, or any other obvious errors. Any changes will be date and time stamped and attached to proposals. All changes must be coordinated in writing with, authorized by, and made by the RFP Coordinator. Vendors are liable for all errors or omissions contained in their proposals.

6 DEBRIEFING CONFERENCE

Upon request, the Agency will schedule and hold a debriefing conference with an apparently unsuccessful Vendor. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after notification of the apparently successful Vendor. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Consultant's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

7 PROTEST PROCEDURE

The protest procedure is available to Consultants who submitted a response to this RFP and who have participated in a debriefing conference. Upon completing the debriefing conference, the Vendor is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

Vendors protesting this procurement must follow the procedures described below. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to Vendors under this procurement.

All protests must be in writing and signed by the protesting party or an authorized agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A. A matter of bias, discrimination or conflict of interest on the part of the evaluator.
- B. Errors in computing the score.
- C. Non-compliance with procedures described in the procurement document or Agency policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: A) An evaluator's professional judgment on the quality of a proposal, or B) Agency's assessment of its own and/or other agencies' needs or requirements.

Upon receipt of a protest, a protest review will be held by the Agency. The Agency director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Vendor who submitted a proposal, such Vendor will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- A. Find the protest lacking in merit and uphold the Agency's action; or
- B. Find only technical or harmless errors in the Agency's acquisition process and determine the Agency to be in substantial compliance and reject the protest; or
- C. Find merit in the protest and provide the Agency options which may include:
 - i) Correct the errors and re-evaluate all proposals, and/or
 - ii) Reissue the solicitation document and begin a new process, or
 - iii) Make other findings and determine other courses of action as appropriate.

If the Agency determines that the protest is without merit, the Agency will enter into a contract with the apparently successful Vendor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

APPENDIX A

CERTIFICATIONS & ASSURANCES FORM

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

- 1. I/we declare that all answers and statements made in the proposal are true and correct.
- 2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
- 3. The attached proposal is a firm offer for a period of 120 days following receipt, and it may be accepted by the Agency without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120 day period.
- 4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
- 5. I/we understand that the Agency will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the Agency, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
- 6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
- 7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any proposed modifications to these terms, I/we have described those proposed modifications in detail on a page attached to this document.
- 8. No attempt has been made or will be made by the Proposer to induce any other person

or firm to submit a proposal for the purpose of restricting competition.				
Signature of Proposer	Date			

APPENDIX B COST WORKSHEET

The following Cost Worksheet must be completed to provide the Agency with a detailed breakdown of individual item costs. Relevant detail or items should be included. If a line item is not applicable to Vendor's proposal, use the abbreviation "N/A".

Service Item	Hourly	Dollar	Minimum	Maximum	Minimum
	Event	Rate:	Hours of	Hours	Extended
			Service	of Service	Costs
 Professional Services 					
Project Management	Hourly				
On-site Support Services	Hourly				
Off-site Support Services	Hourly				
Other Services					
Other					
Availability or "On call"	Event				
Contingency Fees					
Travel Expenses	Event				
(per person, per visit)					